

Terms & Conditions – Sparkle-Events

Sparkle-Events Bank Transfer Details

If payment is being made by bank transfer, please include the reference code provided. By doing so, it enables us to easily identify your payment and process your deposit, final payment, and confirm this transaction with a receipt.

AIB Bank Dundalk

ACCOUNT NAME: Stephen Conroy

SORT CODE: 931373

ACCOUNT: 25786182

BIC: AIBKIE2D

IBAN: IE32AIBK93137325786182

BOOKING CONTRACT

This Agreement is made by and between the “Client” and Sparkle-Events, a company incorporated under company number 763478 having its registered address at Dundalk, Co. Louth (“Sparkle-Events”).

WHEREAS:

The Customer seeks to purchase event planning, product rental, styling and/or floral services (the “Services”) and Sparkle-Events wishes to sell such services in accordance with the provisions set out in this Agreement. We ask that you please carefully read this Contract which sets out the terms and conditions that will apply to the provision of the Services. It has been prepared with a view to ensuring that the work carried out by us on your behalf reaches the high standards that you expect.

SERVICES

1. Sparkle-Events shall provide the Services as set out in Schedule 1 to the Customer on the terms and conditions set out in this Agreement on a non-exclusive basis.
2. The terms and conditions set out in this Agreement shall prevail over any inconsistent terms or conditions contained or referred to in Sparkle-Events quotation, confirmation of order, specification or other document supplied by Sparkle-Events, or implied by trade custom, practice or course of dealing.
3. Sparkle-Events warrants that the Services will be provided with due skill, care and diligence and that any materials provided by Sparkle-Events for use will be sound and reasonably fit for the

purpose for which they are required. Any liability of Sparkle-Events for a breach of this clause shall be limited to correcting the relevant fault at its own expense or, at the option of Customer, the reimbursement of the price of the services in question with the exception of any services relating to flowers or floral choices for which Sparkle-Events reserves the right to substitute with flowers or floral choice of equal or greater value but without any guarantee of a match to the original choice.

1. Booking

1.1 An initial enquiry is deemed as an expression of interest in our services from a client, for which we will prepare a quotation and make recommendations for décor, based on that client's preference and requirements. Unless agreed otherwise in writing, a booking is only confirmed on receipt of the deposit.

1.2 All equipment remains the property of Sparkle-Events at all times unless stated otherwise on the booking form.

1.3 By placing an order with Sparkle-Events either verbally or via e-mail regardless of whether a booking has been confirmed or deposit paid it is deemed that the Client has read, understood, fully agreed to and is bound by all our terms and conditions of hire.

1.4 In the event of traffic or any other circumstances beyond our control preventing Sparkle-Events from being able to fulfil our contracted obligations our liability shall be limited to a refund of any monies paid in relation to the contracted event, or a pro rata extension of hire time in the event of delayed start. If an extension to hire time is not possible due to the event finishing time, Sparkle-Events will make a refund to the Client calculated pro rata from the total charge made for the agreed operational service period. No further compensation will be paid irrespective of any loss of earnings.

1.5 It is the responsibility of the customer to ensure that all the details on the email booking form are correct. Including but not limited to all products booked, which must be listed on the booking form, times of photo booths, etc.

1.6 Should you decide of your own accord to cancel your booking completely with Sparkle-Events you will forfeit your initial payment. If we do not have availability for a new date, your deposit will be non-refundable.

1.7 All bookings include public liability insurance

1.8 Sparkle-Events will take no responsibility for other suppliers' stock regarding setup, dismantling or collection. Couples must plan with each appointed supplier for them to take care of their own stock.

1.9 In the event of loss or damage beyond repair to any products, the replacement value stated on the booking form will be charged to the client. If the replacement value is not stated on the booking

form, it will be based on the cost price to replace the product. In circumstances where repair is possible, the client is responsible for the cost of repair.

1.10 All quotations are valid for a period of one month (30 days) from the date of the issue of the initial quote.

1.11 Force Majeure

1.11.1 Sparkle-Events will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy or any other events or matters outside of its control.

1.11.2 In the event of the Customer wishing to move the date of the Event due to reasons of Force Majeure (to include restrictions on numbers that may attend events due to the Covid-19 pandemic) then Sparkle-Events will permit 2 separate date changes with a minimum of 4 weeks' notice before the original agreed date for the Event after which an administration fee of €200 will be chargeable for any further date change.

1.11.3 In the event that the Customer wishes to change the Event date due to reasons of Force Majeure (to include restrictions on numbers that may attend events due to the Covid-19 pandemic) then the Customer hereby agrees and accepts that any costs incurred by Sparkle-Events or costs for services or goods which have been ordered prior to the date of cancellation will be paid by the Customer to Sparkle-Events.

1.11.4 In the event that the Customer wishes to fully cancel the Event due to reasons of Force Majeure (to include restrictions on numbers that may attend events due to the Covid-19 pandemic) then full deposit is non-refundable.

1.11.5 The Services may be partially or totally suspended by either party during any period in which it is prevented from providing services, delivering or taking delivery of goods or services through circumstances outside of its control. If because of such circumstances Sparkle-Events is unable to supply the total requirements of the Services, then Sparkle-Events may allocate its available supply after satisfaction of its own requirements among all its customers indicating those not under contract as Sparkle-Events thinks fit. Deliveries so suspended shall be cancelled without liability, but the agreement between the Parties shall otherwise remain unaffected.

1.11.6 For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

2. Price, Booking Fee and Payments

[2.1](#) All hires are subject to a booking fee of 30% (Booking fee is non-refundable and non-transferable).

[2.2](#) The balance to be paid in full by bank transfer at least 28 days prior to the start of the event or can be paid in cash on the day. If you wish to pay cash, you must assign a person available on the morning of the event and provide Sparkle-Events with their contact details.

[2.3](#) Terms for approved account clients will be strictly 14 days from invoice date unless agreed in writing by Sparkle-Events.

[2.4](#) Advertised prices are subject to change without prior notification.

[2.5](#) Sparkle-Events reserves the right to charge interest on all overdue accounts at minimum legal percentage of the hire fee for each day the account remains overdue.

[2.6](#) Due to the constant change in flower prices and when quoting a year plus ahead we will do our utmost to keep prices as close to the originally quoted price, but we cannot guarantee that there won't be increases if flower prices from our own suppliers increase to us.

[2.7](#) Amendments to the original booking can be made up 28 days prior to the Event. If the Customer wishes to add any additional items after this point, it will be subject to an agreement with Sparkle-Events and, if agreed, a new agreement will be entered into. Please note until the new agreement is signed the existing Agreement will continue to have effect and be enforceable between the parties

3. Cancellation

Any cancelled order is subject to the following cancellation terms and charges.

[3.1](#) Any event cancelled will not receive any refund at all except in very special circumstances. This will be at the discretion of Sparkle-Events, and the refund will be made after the booked event date has passed and be dependent on Sparkle-Events getting a similar booking from another client to replace the cancelled booking. This refund will be subject to loss of booking fee 2.1 above, admin charges and other charges incurred in relation to said booking such as loss of the VAT element of the original payment if we have moved into a different VAT period.

[3.2](#) All modifications to wedding product selections or cancellations must be confirmed at least four weeks before the wedding date. Any adjustments that result in sales falling below the minimum sale requirements for a particular region will incur additional charges applied to the booking. The booking value cannot decrease by more than 10% of the original value.

[3.3](#) Any changes made after the deadline will incur a full fee.

[3.4](#) It is the responsibility of the customer to communicate any modifications or cancellations in writing, via email or an official written communication method.

[3.5](#) In the event of a cancellation, any fees already paid will be non-refundable.

[3.6](#) Requests for changes made within the 4-week period will be subject to product availability and may incur additional charges

[3.7](#) Any changes to the products, including but not limited to quantity, design, or specifications, must be approved by both parties in writing.

[3.8](#) Sparkle-Events reserves the right to modify the product offerings or cancel the order if circumstances beyond their control arise, such as supplier unavailability or unforeseen events. In such cases, the vendor will make reasonable efforts to offer suitable alternatives or provide a full refund.

[3.9](#) In the event of a cancellation by Sparkle-Events, the customer will be notified promptly, and any fees already paid will be fully refunded within a reasonable timeframe.

[3.10](#) It is recommended that customers carefully review their product choices and provide accurate information during the initial consultation to minimize the need for changes closer to the wedding date.

[3.11](#) Sparkle-Events shall not be held liable for any inconvenience, loss, or damage incurred due to changes made after the specified deadline.

4. Equipment

[4.1](#) Sparkle-Events reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment.

[4.2](#) Photo Booth & Selfie Mirror Hire: Sparkle-Events agree to provide the hired equipment operational and available for use for a minimum of 80% of the agreed operational service period, to permit change of media or maintenance of the equipment should any be necessary. In the unlikely event that it is not possible, other than for reasons beyond our control, to provide operational equipment for at least 80% of the agreed operational service period, Sparkle-Events will make a refund to the Client calculated pro rata from the total charge made for the agreed operational service period.

[4.3](#) All equipment remains the property of Sparkle-Events at all times.

[4.4](#) Sparkle-Events reserve the right to amend or alter any product specifications without prior notice.

[4.5](#) In a situation where we are unable to provide a product, we will do our best to outsource the product in question or provide a similar alternative which would be agreed with a customer before the event date.

5. Photo Booth & Selfie Mirror Mechanical Problems

[5.1](#) On the rare occasion when the hired equipment may have technical problems every effort will be made to rectify the problem. If the problem is rectified within the hire time a pro rata extension of hire time will be applied.

[5.2](#) If a failure of the printer occurs, Sparkle-Events staff will encourage guests to continue using the booth/mirror and to write in any albums provided by us. The pictures will then be printed after the event and together with any albums posted directly to the Client.

[5.3](#) No Refund shall be given unless the Photo booth is unable to take pictures due to camera failure or hard drive failure.

6. Venue, Location and Conduct

[6.1](#) The Photo Booth will be set up as agreed on arrival in one location only and cannot be moved once erected.

[6.2](#) Sparkle-Events reserve the right to refuse delivery if the venue is deemed to be unsuitable to set up the equipment (for example the floor is not level or is unstable) or if the client has failed to notify Sparkle-Events of any steps or excessive loading distances from our vehicle to the set-up area. In such a case, no refund will be given, and the full hire fee will be due.

[6.3](#) The client is responsible for ensuring that suitable security and crowd control measures are in place prior to the start of the hire period.

[6.4](#) Sparkle-Events reserve the right to cease operation and remove the photo booth from site if at any time a member of Sparkle-Events staff feel that guests or clients conduct is endangering the safety of the guests, clients, themselves or the safety of the photo booth. In such cases, no refund will be given, and full contracted fees will be due to Sparkle-Events.

7. Liability

[7.1](#) The client agrees to indemnify Sparkle-Events for any damage or theft of any Sparkle-Events equipment whilst on hire.

[7.2](#) Sparkle-Events accepts no liability for any damage or loss of personal property and or any injury arising from irresponsible use of the photo booth, props or any other hired equipment.

8. Dance Floors

[8.1](#) In order to protect the dance floor, appropriate shoes must be always worn and always used. No food or drinks of any kind are permitted on the dance floor. Any liquid spillages must be mopped up immediately, as they will cause serious damage if absorbed into the floors. The client is responsible for ensuring your DJ on the evening makes regular announcements to prevent such damage.

[8.2](#) Clients are advised not to tamper with the dance floor at any time. If for any reason the dance floor stops performing, then the client must contact Sparkle-Events staff or the office for support. If

we find the dance floor has been tampered with, then we have the right to remove it, and the client will be liable for any damage caused. The Client must be aware that it is their responsibility prior to booking the Dance Floors to ensure the size booked will fit your venue. Once at the venue, we will only lay a floor size big enough to cater for the space provided by the venue. If this area is smaller than the floor size, you are contracted to then no refund or monies back will be due to the client.

[8.3](#) It is the client's responsibility to ensure they request a copy of Sparkle-Events Public Liability if the venue requires such documents prior to the event and delivery of the Dance floor. If the venue refuses the dance floor for any reason with no evidence of public liability insurances, the fee contracted to the Client will still be payable to the company Sparkle-Events.

[8.4](#) The Client must agree to a set up time no later than a week prior to your event. We Sparkle-Events will ensure the technician is on site at this time unless unforeseen circumstances, we will always contact the venue if for any reason the engineer is running late. Once the engineer is on site, the Dance floor must be set up at the times contracted.

[8.5](#) Under no circumstances should any Client or Venue move or De-Rig any Dance Floors without Sparkle-Events permission. If the Dance floor is for any given reason and damage is caused, then the Client will be responsible as to the Venue/ Persons to repair or fully refund the cost of the Dance floor. All Clients have a responsibility to ensure your venue is aware of our terms.

[8.6](#) Some of our Dance floors are electrically controlled. There may be times when the circuit is cut; this will hinder the lighting control and may cause the Dance floor to stop working. If this incident occurs, you must contact us. We will resolve the issue as soon as possible. You will not be entitled to any monies back; however, we will endeavor to seek out the problem and restore the floor back to working order.

[8.7](#) Furniture-Tables, Chairs or any form of furniture is completely forbidden on the dance floors. If your dance floor shorts and LED lighting, go off during your event and we have any evidence of furniture being sited on the dance floor you will be liable for damages.

[8.8](#) It is the responsibility of the Client to inform us if there is any load in restrictions at the venue on high steps, steep hills, no lift access. Failure to do so may result in the dance floor not being able to access the venue. If this occurs, the full fee will remain applicable. Clients will be liable to pay damage to the dance floor if they do not adhere to the above terms and conditions.

9. Storage

In the case where the dance floor is required to stay in storage or at a venue over night or longer than it is the responsibility of the client to ensure the dance floor is in a safe secure premises and that the dance floor is fully turned off on the evening of the contracted date. It is the full responsibility of the client for the dance floor whilst at the premises and the client will be fully responsible for the dance floor going missing or any damage that may occur. Sparkle-Events reserves the right to terminate any contract with immediate effect, without any notice, if in the

opinion of Sparkle-Events any of the above terms have been breached. The decision of Sparkle-Events regarding any such breach will be final and not open to challenge.

For more information about your Rights online, see the Competition and Consumer Protection Commission's website here:

<http://www.consumerhelp.ie/your-rights-online>

Returns Address: Returns, Sparkle-Events, Dundalk, Co. Louth

If you have any further questions about cancelling your order or the returns and refund process, please contact info@sparkle-events.ie